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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/683,819	10/10/2003	James D. Burchetta	27110.012200	3437
32361	7590	06/29/2006	EXAMINER	
GREENBERG TRAUIG, LLP MET LIFE BUILDING 200 PARK AVENUE NEW YORK, NY 10166			ROSEN, NICHOLAS D	
			ART UNIT	PAPER NUMBER
			3625	

DATE MAILED: 06/29/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	10/683,819	BURCHETTA ET AL.	
	Examiner	Art Unit	
	Nicholas D. Rosen	3625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 10 October 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-217 is/are pending in the application.
- 4a) Of the above claim(s) 217 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-216 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 10 October 2003 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input checked="" type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Claims 1-216 have been examined.

Election/Restrictions

Restriction to one of the following inventions is required under 35 U.S.C. 121:

- I. Claims 1-216, drawn to a method of settling a dispute, including offering to let a disputant who has been awarded payment select from among disbursement options, classified in class 705, subclass 80.
- II. Claim 217, drawn to a method of settling a dispute, including automatedly providing a settlement payment to the claimant, and providing the settlement payment by one of several listed means (with no indication of offering to let the claimant who has been awarded payment select from among disbursement options), classified in class 705, subclass 80.

The inventions are distinct, each from the other because of the following reasons:

Inventions I and II are related as subcombinations disclosed as usable together in a single combination. The subcombinations are distinct if they do not overlap in scope and are not obvious variants, and if it is shown that at least one subcombination is separately usable. In the instant case, subcombination I has separate utility such as settling a dispute where a claimant is offered a selection of disbursement options; subcombination II has separate utility such as settling a dispute where a claimant is provided the settlement payment automatedly, by an arbitration system, in whatever form may best suit the arbitrator's convenience. See MPEP § 806.05(d).

Because these inventions are independent or distinct for the reasons given above and the inventions require a different field of search (see MPEP § 808.02), restriction for examination purposes as indicated is proper.

During a telephone conversation with attorney Albert Jacobs, Jr., on June 7, 2006, a provisional election was made **with** traverse to prosecute the invention of subcombination I, claims 1-216. Affirmation of this election must be made by applicant in replying to this Office action. Claim 217 is withdrawn from further consideration by the examiner, 37 CFR 1.142(b), as being drawn to a non-elected invention.

Applicant is reminded that upon the cancellation of claims to a non-elected invention, the inventorship must be amended in compliance with 37 CFR 1.48(b) if one or more of the currently named inventors is no longer an inventor of at least one claim remaining in the application. Any amendment of inventorship must be accompanied by a request under 37 CFR 1.48(b) and by the fee required under 37 CFR 1.17(i).

Specification

Applicant is reminded of the proper language and format for an abstract of the disclosure.

The abstract should be in narrative form and generally limited to a single paragraph on a separate sheet within the range of 50 to 150 words. It is important that the abstract not exceed 150 words in length since the space provided for the abstract on the computer tape used by the printer is limited. The form and legal phraseology often used in patent claims, such as "means" and "said," should be avoided. The abstract should describe the disclosure sufficiently to assist readers in deciding whether there is a need for consulting the full patent text for details.

The language should be clear and concise and should not repeat information given in the title. It should avoid using phrases which can be implied, such as, "The

disclosure concerns," "The disclosure defined by this invention," "The disclosure describes," etc.

The abstract of the disclosure is objected to because it is in two paragraphs, and there are several spaces in the middles of words in the fifth line of the abstract.

Correction is required. See MPEP § 608.01(b).

Claim Objections

Claims 19-36 are objected to because of the following informalities: In the tenth and eleventh lines of claim 19 (lines 14 and 15 on page 78), "of among" should be just "among" (as in claim 37), or else just "of". Appropriate correction is required.

(Incidentally, regarding claims 19 and 37, "paid to whomever" should be "paid to whoever", because the object of the preposition "to" is the entire following clause, in which "whoever" is properly the subject, not an object; but this is sufficiently fine a point of grammar that Examiner is not making an official objection.)

Claims 54 and 57-64 are objected to because of the following informalities: There should be a period at the end of claim 54. Appropriate correction is required.

Claims 68, 78, 85, 91, 98, and 105 are objected to because of the following informalities: In the second line of each of claims 68, 78, 85, 91, 98, and 105, "party be paid" should be "party to be paid". Appropriate correction is required.

Claims 110 and 112-116 are objected to because of the following informalities: In the first line of claim 110, "method system" should be "method". Appropriate correction is required.

Claim 115 is objected to because of the following informalities: Claim 115 should begin on a new line, rather than being jammed in with claim 114. Appropriate correction is required.

Claims 186-196 are objected to because of the following informalities: The fourteenth line of claim 186 (line 20 on page 118) should have a semicolon at the end. In the sixteenth line of claim 186 (line 22 on page 118), "seventh step for offering" should presumably be "seventh step for transmitting an offer". Appropriate correction is required.

Double Patenting

A rejection based on double patenting of the "same invention" type finds its support in the language of 35 U.S.C. 101 which states that "whoever invents or discovers any new and useful process ... may obtain a patent therefor ..." (Emphasis added). Thus, the term "same invention," in this context, means an invention drawn to identical subject matter. See *Miller v. Eagle Mfg. Co.*, 151 U.S. 186 (1894); *In re Ockert*, 245 F.2d 467, 114 USPQ 330 (CCPA 1957); and *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970).

A statutory type (35 U.S.C. 101) double patenting rejection can be overcome by canceling or amending the conflicting claims so they are no longer coextensive in scope. The filing of a terminal disclaimer cannot overcome a double patenting rejection based upon 35 U.S.C. 101.

Applicant is advised that should claim 144 be found allowable, claim 150 will be objected to under 37 CFR 1.75 as being a substantial duplicate thereof. When two claims in an application are duplicates or else are so close in content that they both cover the same thing, despite a slight difference in wording, it is proper after allowing

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one claim to object to the other as being a substantial duplicate of the allowed claim.

See MPEP § 706.03(k).

Applicant is advised that should claim 145 be found allowable, claim 151 will be objected to under 37 CFR 1.75 as being a substantial duplicate thereof. When two claims in an application are duplicates or else are so close in content that they both cover the same thing, despite a slight difference in wording, it is proper after allowing one claim to object to the other as being a substantial duplicate of the allowed claim.

See MPEP § 706.03(k).

The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. A nonstatutory obviousness-type double patenting rejection is appropriate where the conflicting claims are not identical, but at least one examined application claim is not patentably distinct from the reference claim(s) because the examined application claim is either anticipated by, or would have been obvious over, the reference claim(s). See, e.g., *In re Berg*, 140 F.3d 1428, 46 USPQ2d 1226 (Fed. Cir. 1998); *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) or 1.321(d) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent either is shown to be commonly owned with this application, or claims an invention made as a result of activities undertaken within the scope of a joint research agreement.

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Claims 1-9

Claims 1-5 and 7-9 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 1, 2, 3, and 5 of U.S. Patent No.

6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 1 of the instant application is closely parallel to claim 1 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to the first entity; offering the plurality of disbursement options for the settlement payment; and having the first entity select one from among the plurality of disbursement options for the settlement payment. Likewise, claims 7, 8, and 9 of the instant application correspond to claims 2, 3, and 5, respectively, of the '741 patent. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 2, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 3, Attrino teaches generating documents containing disbursement specific information; as per claim 4, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 5, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (*ibid.*).

Claim 6 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 1 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor

teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 10-18

Claims 10-14 and 16-18 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 6, 7, 8, and 9 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 10 of the instant application is closely parallel to claim 6 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to the first entity; offering the plurality of disbursement options for the settlement payment; and having the first entity select one from among the plurality of disbursement options for the settlement payment. Likewise, claims 16, 17, and 18 of the instant application correspond to claims 7, 8, and 9, respectively, of the '741 patent. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from,

“Typically, a claimant is presented with”). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant’s invention.

As per claim 11, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 12, Attrino teaches generating documents containing disbursement specific information; as per claim 13, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 14, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (*ibid.*).

Claim 15 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 6 of U.S. Patent No. 6,954,741 in view of Attrino (“P-C Agents Issue Checkbook Claims”) and Pryor (“After the Judgment”). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, “The term ‘structured settlement’ can be read” [page 5 of the printout]; and the paragraph beginning, “First, structured settlements provide a key advantage” [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 19-28, 30, 31, and 34-36

Claims 19, 20, 21, 22, 23, 25, 26, 27, 28, 30, 31, 34, 35, and 36 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, and 22 of U.S. Patent No. 6,954,741

in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 19 of the instant application is closely parallel to claim 10 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to the first entity; offering the plurality of disbursement options for the settlement payment; and having the first entity select one from among the plurality of disbursement options for the settlement payment. Also, claim 19 does not recite a requirement that the method be automated. Likewise, claims 25, 26, 27, 28, 29, 30, 31, 34, 35, and 36 of the instant application correspond to claims 11, 12, 13, 14, 15, 16, 17, 20, 21, and 22, respectively, of the '741 patent. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 20, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 21, Attrino teaches generating documents containing disbursement specific information; as per claim 22, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 23, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (*ibid.*).

Claim 24 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 10 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 37-50

Claims 37, 38, 39, 40, 41, 43, 44, 45, 46, 47, 48, 49, and 50 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 24, 25, 26, 27, 28, 29, 30, 31, and 32 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 37 of the instant application is closely parallel to claim 24 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to the entity which is to be paid; offering the plurality of disbursement options for the settlement payment; and having the entity to be paid select one from among the plurality of disbursement options for the settlement payment. Also, claim 37 does not recite a requirement that the method be automated. Likewise, claims 43, 44, 45, 46, 47, 48, 49, and 50 of the instant application correspond to claims 25, 26, 27, 28, 29, 30, 31, and 32, respectively,

of the '741 patent. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 38, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 39, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 40, Attrino teaches generating documents containing disbursement specific information; as per claim 41, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 42 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 24 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 51-64

Claims 51, 52, 53, 54, 55, 57, 58, 59, 60, 61, 62, 63, and 64 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 33, 34, 35, 36, 37, 38, 39, 40, and 41 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 51 of the instant application is closely parallel to claim 33 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 51 does not recite a requirement that the method be automated. Likewise, claims 57, 58, 59, 60, 61, 62, 63, and 64 of the instant application correspond to claims 34, 35, 36, 37, 38, 39, 40, and 41, respectively, of the '741 patent. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 52, Attrino teaches generating documents containing disbursement specific information; as per claim 53, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 54, Attrino teaches initiating the

settlement payment in accord with the selected disbursement option; as per claim 55, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 56 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 33 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 65-74

Claims 65, 66, 67, 68, 69, 71, 72, 73, and 74 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 42, 43, 44, 45, and 46 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 65 of the instant application is closely parallel to claim 42 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 65 does not recite a requirement that the method be automated. Likewise, claims 71, 72,

73, and 74 of the instant application correspond to claims 43, 44, 45, and 46, respectively, of the '741 patent. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 66, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 67, Attrino teaches generating documents containing disbursement specific information; as per claim 68, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 69, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (*ibid.*).

Claim 70 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 42 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

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dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 75-80

Claims 75, 76, 77, 78, and 79 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 47 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 75 of the instant application is closely parallel to claim 47 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 75 does not recite a requirement that the method be automated. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 76, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 77, Attrino teaches generating documents containing disbursement specific information; as per claim 78, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 79,

Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 80 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 47 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 81-87

Claims 81, 82, 83, 84, 85, and 86 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 48 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 81 of the instant application is largely parallel to claim 48 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 81 does not recite a requirement that the method be automated, recite that the facilitating message uses a generic statement, or recite what is done if the condition is not

satisfied; but these omissions merely broaden the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 82, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 83, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 84, Attrino teaches generating documents containing disbursement specific information; as per claim 85, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 86, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (*ibid.*).

Claim 87 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 48 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 88-94

Claims 88, 89, 90, 91, 92, and 93 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 49 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 88 of the instant application is closely parallel to claim 49 of the '741 patent, with the additional elements of transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 88 does not recite a requirement that the method be automated. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 89, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 90, Attrino teaches generating documents containing disbursement specific information; as per claim 91, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 92, Attrino teaches accepting a datastream of information from a disbursement structuring

entity; as per claim 93, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 94 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 49 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 95-101

Claims 95, 96, 97, 98, 99, and 100 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 48 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 95 of the instant application is largely parallel to claim 50 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 95 does not recite a requirement that the method be automated, or recite what is done if the condition is not satisfied; but these omissions merely broaden the scope. It is well

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known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 96, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 97, Attrino teaches generating documents containing disbursement specific information; as per claim 98, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 99, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 100, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 101 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 50 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 102-108

Claims 102, 103, 97, 98, 99, and 100 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 51 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 102 of the instant application is largely parallel to claim 50 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 102 does not recite a requirement that the testing be automated, or recite what is done if the condition is not satisfied; but these omissions merely broaden the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 103, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 104, Attrino teaches generating documents containing disbursement specific information; as per claim 105, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 106,

Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 107, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 108 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 51 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 109 and 112-116

Claims 109, 112, 113, 114, 115, and 116 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 52 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 109 of the instant application is largely parallel to claim 52 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 109 does not recite a requirement that the testing be automated, or recite what is done

if the condition is not satisfied; but these omissions merely broaden the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 112, Attrino teaches generating documents containing disbursement specific information; as per claim 113, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 114, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 115, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 116 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 52 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

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dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claim 110

Claim 110 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 53 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 110 of the instant application is largely parallel to claim 53 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 110 does not recite a requirement that the testing be automated, or recite what is done if the condition is not satisfied; but these omissions merely broaden the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

Claim 111

Claim 111 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 54 of U.S. Patent No. 6,954,741 in view of

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Attrino ("P-C Agents Issue Checkbook Claims"). Claim 111 of the instant application is largely parallel to claim 54 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 111 does not recite a requirement that the testing be automated, or recite what is done if the condition is not satisfied; but these omissions merely broaden the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

Claims 117-126

Claims 117, 124, 125, and 126 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 56, 57, 58, and 59 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claims 117, 124, 125, and 126 of the instant application are largely parallel to claim 56, 57, 58, and 59 of the '741 patent, respectively, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 117 does not recite a

requirement that the system does not involve human judgment, but this omission merely broadens the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 118, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 119, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 120, Attrino teaches generating documents containing disbursement specific information; as per claim 121, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 122, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 123 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 56 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the

printout])). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 127-133

Claims 127, 128, 129, 130, 131, and 132 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 60 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 127 of the instant application are largely parallel to claim 60 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 117 omits some language of claim 60 of the '741 patent, but this omission merely broadens the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 128, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 129, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 130, Attrino teaches

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generating documents containing disbursement specific information; as per claim 131, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 132, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 133 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 60 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 134-142

Claims 134, 135, 136, 137, 138, 139, 141, and 142 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 60 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claims 134, 141, and 142 of the instant application are largely parallel to claims 61, 62, and 63 of the '741 patent, respectively, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement

options for the settlement payment. Also, claim 134 omits some language of claim 60 of the '741 patent, but this omission merely broadens the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 135, Attrino likewise teaches asking claimants for disbursement specific information; as per claim 136, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 137, Attrino teaches generating documents containing disbursement specific information; as per claim 138, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 139, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (*ibid.*).

Claim 140 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 61 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the

printout])). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 143-151

Claims 143, 128, 129, 130, 131, and 132 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 64 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 143 of the instant application are largely parallel to claim 64 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 143 omits some language of claim 64 of the '741 patent, regarding the non-use of human judgment or discretion, but this omission merely broadens the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claims 144 and 150, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment; as per claim 146, Attrino likewise teaches asking claimants for disbursement specific information; as per

claim 147, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 148, Attrino teaches generating documents containing disbursement specific information; as per claim 149, Attrino teaches initiating the settlement payment in accord with the selected disbursement option (ibid.).

Claim 145 and claim 151 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 61 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 152-163

Claims 152, 153, 154, 155, 156, 157, 159, 160, 161, 162, and 163 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 60 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claims 152, 159, 160, 161, 162, and 163 of the instant application are largely parallel to claims 65, 66, 67, 68, 69 and 70 of the '741 patent, respectively, with the additional elements of transmitting notification; transmitting an offer to select

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from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 153, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 154, Attrino likewise teaches asking claimants for disbursement specific information; as per claim; as per claim 155, Attrino teaches generating documents containing disbursement specific information; as per claim 156, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 157, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 158 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 65 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the

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printout])). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 164-170

Claims 164, 165, 166, 167, 168, and 169 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 71 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 164 of the instant application is largely parallel to claim 71 of the '741 patent, with the additional elements of transmitting notification; transmitting an offer to select from a plurality of disbursement options to claimant; and having the claimant select one from among the plurality of disbursement options for the settlement payment. Also, claim 164 does not recite a requirement that the system does not involve human judgment, but this omission merely broadens the scope. It is well known to offer a claimant a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 165, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 166, Attrino likewise teaches asking persons for disbursement specific information; as per claim 167, Attrino teaches

generating documents containing disbursement specific information; as per claim 168, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 169, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 170 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 71 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 171-177

Claims 171, 172, 173, 174, 175, and 176 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 72 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 171 of the instant application is largely parallel to claim 72 of the '741 patent, with the additional elements of offering settlement payment; transmitting notification; transmitting an offer to select from a plurality of disbursement options to the person; and having the person select one from among the plurality of disbursement options for the

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settlement payment. It is well known to offer a claimant payment and a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 172, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 173, Attrino likewise teaches asking persons for disbursement specific information; as per claim 174, Attrino teaches generating documents containing disbursement specific information; as per claim 175, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 176, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 177 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 72 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 178-185

Claims 178, 179, 180, 181, 182, 183, and 185 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 73 and 74 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claims 178 and 185 of the instant application are largely parallel to claims 73 and 74 of the '741 patent, respectively, with the additional elements of offering settlement payment; transmitting notification; transmitting an offer to select from a plurality of disbursement options to the person; and having the person select one from among the plurality of disbursement options for the settlement payment. It is well known to offer a claimant payment and a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and have the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 179, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 180, Attrino likewise teaches asking claimants for disbursement specific information; as per claim; as per claim 181, Attrino teaches generating documents containing disbursement specific information; as per

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claim 182, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 183, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 184 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 73 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 186-196

Claims 186, 187, 188, 189, 190, 191, 193, 194, 195, and 196 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 75 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claims 186, 193, 194, 195 and 196 of the instant application are largely parallel to claims 75, 76, 77, 78, and 79 of the '741 patent, respectively, with the additional elements of transmitting notification, transmitting an offer to select from a plurality of disbursement options for the payment, and allowing the party to be paid to select one from the plurality of disbursement options for the payment. Also, claim 186

does not recite a requirement that the system does not involve human judgment, but this omission merely broadens the scope. It is well known to offer a claimant payment and a chance to select from a plurality of disbursement options, offer a plurality of disbursement options for the settlement payment, and allow the claimant select one from among the plurality of disbursement options for a settlement payment, as taught by Attrino (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, these steps would have been obvious to one of ordinary skill in the art at the time of applicant's invention.

As per claim 187, Attrino teaches accepting a datastream of information from a disbursement structuring entity; as per claim 188, Attrino likewise teaches asking claimants for disbursement specific information; as per claim; as per claim 189, Attrino teaches generating documents containing disbursement specific information; as per claim 190, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; as per claim 191, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid.).

Claim 192 is rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claim 75 of U.S. Patent No. 6,954,741 in view of Attrino ("P-C Agents Issue Checkbook Claims") and Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the

printout])). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 117-126 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 117-126 are rejected under 35 U.S.C. 112, second paragraph, as being incomplete for omitting essential structural cooperative relationships of elements, such omission amounting to a gap between the necessary structural connections. See MPEP § 2172.01. The omitted structural cooperative relationships are: Claim 117 is a system claim, but does not specify how the first value, second value, and computer executable program, which in themselves are abstractions, relate to the recited hardware of the processor, memory, etc. Reference is made to "the program, when executed by the processor," but this does not recite a physical embodiment of the program.

Claims 197-200 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 197 recites the limitation "the first entity" in the eighth line of the claim (first line on page 121). There is insufficient antecedent basis for this limitation in the claim. For examination purposes, "the first entity" is presumed to be the same as "the claimant".

Claims 205-209 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 205-209 are rejected under 35 U.S.C. 112, second paragraph, as being incomplete for omitting essential structural cooperative relationships of elements, such omission amounting to a gap between the necessary structural connections. See MPEP § 2172.01. The omitted structural cooperative relationships are: Claim 205 is a system claim, but does not specify how the computer executable program, which in itself is an abstractions, relates to the recited hardware of the processor, memory, etc. Reference is made to "the program, when executed by the processor," but this does not recite a physical embodiment of the program.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 10-18

Claim 10-14 and 16-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 10, Zeng discloses a method comprising evaluating a pair of values for a claim in a round of at least two rounds; and determining that the pair of values satisfies at least one settlement criterion (section 2.2; pages 149-150). Zeng does not expressly disclose communicating a settlement message if the at least one settlement criterion is satisfied, but does disclose reaching a settlement, which would be pointless if the disputants were not informed of the settlement; hence, communicating a settlement message is inherent. Zeng does not disclose aggregating a plurality of values into a group value, but official notice is taken that it is well known to aggregate a plurality of values into a group value, as in a class action lawsuit, as taught, for example, by "Pharmacists' Antitrust." Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to aggregate a plurality of values into a group value, for the

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obvious advantage of settling a dispute involving multiple demands (which could be demands by a number of people, as in a class action lawsuit; multiple demands by a single person, as in an accident victim seeking compensation for damage to his car, medical expenses, lost wages, and pain and suffering; or demands against a number of people, as where a number of people are accused of misconduct or negligence contributing to the harm someone has suffered).

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the at least one entity to be paid, and having the at least one entity to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to an entity to be paid, and having the entity to be paid select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 11, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); as per claim 12, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); as per claim 13, Attrino teaches initiating the settlement

payment in accord with the selected disbursement option; as per claim 14, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 10). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 16, Zeng does not disclose aggregating monetary amounts submitted by a group as a single monetary submission, but official notice is taken that it is well known to aggregate monetary amounts submitted by a group (as in previous paragraph, this could be a group of plaintiffs making demands, or a group of defendants offering to meet demands). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to aggregate monetary amounts submitted by a group as a single monetary submission and use the single monetary submission as the other of the pair, for the obvious advantage of resolving a dispute in the case where there was a plurality of claimants and a plurality of defendants).

As per claim 17, Zeng does not disclose designating an entity to be opted out of a negotiation, but official notice is taken that it is well known to designate an entity to be opted out of a negotiation (e.g., one can opt out of a class action lawsuit). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to designate an entity to be opted out of a negotiation, for

the obvious advantage of enabling the negotiation to take place with the consent of the remaining entities.

As per claim 18, Zeng does not disclose identifying, to an adversary of a group for the claim, each member of a group, but official notice is taken that it is well known to identify, to an adversary of a group for the claim, each member of a group (e.g., it is common for all of several plaintiffs to be identified in a lawsuit). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to identify, to an adversary of a group for the claim, each member of a group, for the obvious advantage of enabling the adversary to know who his opponents are, and therefore to be able to judge the merits of their case, and perhaps their likely capacity and willingness to pursue litigation, etc., should he not agree to alternative dispute resolution.

Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 10 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 19-36

Claims 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 19, Zeng discloses a method of settling a dispute comprising: evaluating a plurality of paired values for a claim in a plurality of rounds; determining that none of the plurality of paired values satisfies at least one settlement criterion; performing a power round evaluation of values, one of the values having been submitted by a first entity with respect to the claim and another of the values having been submitted by a second entity, adverse to the first entity with respect to the claim; and calculating a settlement amount, which may be a payment (section 2.2; pages 149-150). Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to whichever entity is to be paid, and having the entity to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to an entity to be paid, and having the entity to be paid select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 20, Attrino likewise teaches asking claimants for disbursement specific information (“approach[ing] claimants with a choice”); **as per claim 21**, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **as per claim 22**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 23**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 19). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 25, Zeng does not expressly disclose receiving an agreement from a party to perform the power round evaluation, but official notice is taken that it is well known to receive agreements from the parties involved to perform dispute resolution. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to receive an agreement from a party to perform the power round evaluation, for the obvious advantage of obtaining the party’s consent to be bound by the results of the procedure, including the power round evaluation, without which there would be little point to performing the procedure.

As per claim 26, Zeng discloses determining that the power round evaluation of values should occur based upon a system parameter (that the primary and secondary offers do not converge; see section 2.2, pages 149-150).

As per claim 27, Zeng does not expressly disclose that the determining includes identifying a first engaging party, but official notice is taken that it is well known to identify a first engaging party. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to identify a first engaging party, for such obvious purposes as informing the second party of who is seeking a resolution of their dispute.

As per claim 28, Zeng discloses determining that the power round evaluation of values should occur by analyzing a differential in at least one pair of the plurality of paired values against at least another of the plurality of paired values (section 2.2, pages 149-150).

As per claim 29, Zeng discloses that the power round evaluation of values should occur based upon a relationship between at least one pair of the plurality of paired values and achieved settlements (viz., that settlements are not achieved) (section 2.2, pages 149-150).

As per claim 30, Zeng does not disclose receiving an agreement from a party to an adjustment from a normal payment amount in return for performing the power round evaluation. However, official notice is taken that it is well known to receive an agreement to an adjustment from a normal payment amount in return for performing an additional service. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to receive an agreement from a party to an adjustment from a normal payment amount in return for performing the

power round evaluation, for the obvious advantage of profiting, or at least receiving compensation, in return for performing the power round evaluation.

As per claim 31, Zeng discloses determining that two values satisfy at least one power round settlement criterion (section 2.2, pages 149-150).

As per claim 32, Zeng discloses that the at least one power round settlement criterion is the at least one settlement criterion (that the secondary offers converge, just as the primary offers were tested for convergence; see section 2.2, pages 149-150).

As per claim 33, Zeng discloses that the at least one power round settlement criterion differs from the at least one settlement criterion (when neither the primary nor secondary offers converge; see section 2.2, pages 149-150).

As per claim 34, Zeng discloses determining whether any of the plurality of paired values satisfies at least one power round settlement criterion (section 2.2, pages 149-150).

As per claim 35, Zeng does not disclose aggregating a plurality of values into a group value, but official notice is taken that it is well known to aggregate a plurality of values into a group value, as in a class action lawsuit, as taught, for example, by "Pharmacists' Antitrust." Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to aggregate a plurality of values into a group value, and use the group value as one of the values in a pair, for the obvious advantage of settling a dispute involving multiple demands (which could be demands by a number of people, as in a class action lawsuit; multiple demands by a single person, as in an accident victim seeking compensation for damage to his car,

medical expenses, lost wages, and pain and suffering; or demands against a number of people, as where a number of people are accused of misconduct or negligence contributing to the harm someone has suffered).

As per claim 36, Zeng discloses that the at least one power round settlement criterion and the at least one settlement criterion differ (when neither the primary nor secondary offers converge; see section 2.2, pages 149-150).

Claim 24 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 19 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 51-64

Claims 51-55 and 57-64 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 51, Zeng discloses a method comprising settling a case by processing at least one demand submitted by a claimant and at least one corresponding offer submitted by a second entity for a claim in

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a round of at least two rounds in accordance with at least one preselected criterion agreed to by the claimant and the second entity, the at least one demand and at least one corresponding offer being different from each other; and calculating a settlement payment of a specified value to be paid to the claimant to settle the case (section 2.2; pages 149-150). Zeng does not disclose automatically initiating a providing of the settlement payment to the claimant, but official notice is taken that it is well known, in settling a dispute, to initiate payment to the claimant. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to automatically initiate payment to the claimant, for the obvious advantages of carrying out the required payment once a settlement has been reached, and encouraging claimants to use the dispute resolution method by assuring them that any payments agreed to in accordance with the dispute resolution method will be made.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of

notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 52, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **as per claim 53**, Attrino likewise teaches asking claimants for disbursement specific information (“approach[ing] claimants with a choice”); **as per claim 54**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 55**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 51). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 57, Zeng does not disclose configuring data for receipt by a stored value device which, when the data is received, will cause a stored value to be increased by the specified amount, but official notice is taken that the use of stored value devices (e.g., smart cards) is well known. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant’s invention to configure data for receipt by a stored value device, for the obvious advantage of making the payment conveniently available to the recipient.

As per claim 58, Zeng does not disclose crediting a payment card account, registered to the claimant, with a specified amount, but official notice is taken that it is

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well known to make a payment by crediting a crediting a payment card account (especially but not exclusively when an earlier payment from the payment card account is being reversed). Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to credit a payment card account, registered to the claimant, with the specified amount, for the obvious advantage of conveniently arranging payment to the claimant of the specified amount.

As per claim 59, Zeng does not disclose that the payment card is at least one of a credit card, debit card, charge card, or entertainment card account, but official notice is taken that these are well known types of payment card. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to have the payment card account be one of the listed types, for the obvious advantage of conveniently arranging payment to a claimant with such a payment card account.

As per claim 60, Zeng does not disclose initiating a wire transfer, in the specified amount, to an account of the claimant, but official notice is taken that it is well known to make payments by initiating wire transfers. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to initiate a wire transfer, in the specified amount, to an account of the claimant, for the obvious advantage of conveniently carrying out the payment.

As per claim 61, Zeng does not disclose electronically initiating an irrevocable transfer of property valued at the specified amount to the claimant, but official notice is taken that it is well known to pay a debt by electronically initiating an irrevocable transfer

of property (very often money, a well known species of property) valued at the specified amount to the recipient. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to electronically initiate an irrevocable transfer of property valued at the specified amount to the claimant, for the obvious advantage of conveniently arranging payment to the claimant.

As per claim 62, Zeng does not disclose crediting an affinity program registered to the claimant according to the specified amount, but official notice is taken that affinity programs are well known (many credit cards, frequent flyer programs, etc., have them). Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to credit an affinity program registered to the claimant according to the specified amount, for the obvious advantages of conveniently making the amount available to the claimant, and associating with the affinity program (e.g., for purposes of advertising).

As per claim 63, Zeng does not disclose electronically initiating an irrevocable transfer of an ownership interest to the claimant in the specified amount, but official notice is taken that it is well known to electronically initiate an irrevocable transfer of an ownership interest (typically in money, although ownership of other property can also be transferred) to a creditor in the amount of a debt. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to electronically initiate an irrevocable transfer of an ownership interest to the claimant in the specified amount, for the obvious advantage of conveniently carrying out the obligation to pay the claimant.

As per claim 64, Zeng does not disclose electronically initiating issuance of an insurance product for the settlement amount, but official notice is taken that it is well known to initiate electronic payment, and that settlements are often made by insurers. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to electronically initiate issuance of an insurance product for the settlement amount, for the obvious advantage of conveniently arranging payment from the organization responsible for making the payment.

Claim 56 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 51 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 65-74

Claims 65-69 and 71-74 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 65, Zeng discloses determining that two non-equal values, submitted by adverse parties to a

dispute, satisfy a claim settlement criterion such that a payment will be made from one of the adverse parties to the other of the adverse parties (pages 132-134). Zeng does not disclose that the dispute resolution negotiation is an on-line dispute resolution negotiation, but official notice is taken that use of the Internet is well known; hence, it would have been obvious to one of ordinary skill in the art of dispute resolution for the dispute resolution negotiation to be an on-line dispute resolution negotiation, for the obvious advantage of enabling convenient resolution of a dispute between parties who may not find it convenient to meet in person.

Zeng does not disclose automatically generating settlement documents for the dispute for the adverse parties, but official notice is taken that it is well known to generate settlement documents for a dispute when the dispute is settled. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to automatically generate settlement documents for the dispute for the adverse parties, for the obvious advantage of having such documents available should any dispute arise concerning the terms agreed to, whether the parties had fulfilled the terms, or should an attempt be made to further pursue a settled claim.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement

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payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 66, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 67**, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **as per claim 68**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 69**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 65). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Official notice is further taken that it is well known for settlement documents to include a settlement agreement identifying the adverse parties, a stipulation of dismissal, a case caption included in the stipulation of dismissal, or a release. Hence, **as per claim 71**, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to have the generating comprise creating a

settlement agreement identifying the adverse parties, without which identification the documents would be of little use for the purposes listed above with regard to claim 65.

As per claim 72, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to create a stipulation of dismissal, for the obvious advantage of inducing the parties to agree to resolve their dispute and make a payment according to the claimed method, since the party against whom the claim was made would be less willing to settle the claim and pay if doing so did not guarantee an end to further demands regarding the same issue. **As per claim 73**, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to create a case caption for inclusion in the stipulation of dismissal, for the obvious advantage of identifying the case. **As per claim 74**, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to create a release, for the obvious advantage of inducing the parties to agree to resolve their dispute and make a payment according to the claimed method, since the party against whom the claim was made would be less willing to settle the claim and pay if doing so did not guarantee an end to further demands regarding the same issue.

Claim 70 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 65 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage"

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[page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 75-80

Claims 75, 76, and 79 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims"). As per claim 75, Zeng discloses a claim resolution method comprising: testing non-equal values, submitted by adverse parties for a claim, for satisfaction of a condition; if the condition is not satisfied, testing non-equal power round values, one from each of the adverse parties for the claim, for satisfaction of a power round condition; and calculating a binding settlement payment, when the power round condition is satisfied by the non-equal power round values, of an amount at least equal to a lowest of the non-equal values (section 2.2, pages 149-150). Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution

at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 76, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 79**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 75). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claims 77 and 78 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 75 above, and further in view of official notice.

As per claim 77, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **as per claim 78**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option.

Attrino does not expressly teach automating these functions, but official notice is taken that it is well known to automatically generate documents. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution

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system; and to do this automatedly, for the obvious advantage of saving the time and costs of having a human being write documents by hand.

Claim 80 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 75 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 81-87

Claims 81, 82, 83, and 86 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims"). As per claim 81, Zeng discloses a claim resolution method comprising: receiving non-equal values, submitted by adverse parties for a claim; testing the non-equal values, for satisfaction of a condition; and calculating a binding settlement payment, when the condition is satisfied by the non-equal values, of an amount at least equal to a lower of the non-equal values (section 2.2; pages 149-150). Zeng does not disclose that at least one of the non-equal values has been submitted following a communication of a facilitating message regarding the claim, conveyed from an automaton facilitator to at least one of the adverse parties, but since it is not

plausible that the two parties would spontaneously both submit values in accordance with the method, one of the parties must have received a communication from some person or apparatus, which can be considered a facilitator, and automating what it is known to do manually is generally held to be obvious. Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 82, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment ("approach[ing] claimants with a choice" – there is no claim limitation that the datastream be an electronic datastream). **As per claim 83**, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 86**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of

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claim 51). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claims 84 and 85 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 81 above, and further in view of official notice.

As per claim 84, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **as per claim 85**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option.

Attrino does not expressly teach automating these functions, but official notice is taken that it is well known to automatically generate documents. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system; and to do this automatedly, for the obvious advantage of saving the time and costs of having a human being write documents by hand.

Claim 87 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 80 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the

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paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 95-101

Claims 95, 96, and 100 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims"). As per claim 95, Zeng discloses a dispute resolution method for resolving a claim among adverse parties, the method comprising: testing non-equal values in rounds, submitted by the adverse parties for a claim for satisfaction of a condition; and calculating a binding settlement payment, when the condition is satisfied by the non-equal values, of an amount at least equal to a lowest of the non-equal values (section 2.2; pages 149-150). Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of

notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 96, Attrino likewise teaches asking claimants for disbursement specific information (“approach[ing] claimants with a choice”); **as per claim 100**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 51). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claims 97, 98, and 99 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 95 above, and further in view of official notice. **As per claim 97**, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **as per claim 98**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 99**, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment (“approach[ing] claimants with a choice” – there is no claim limitation that the datastream be an electronic datastream). Attrino does not expressly teach automating these functions, but official notice is taken that it is well known to automatically generate documents. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry

out these steps, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system; and to do this automatedly, for the obvious advantage of saving the time and costs of having a human being write documents by hand.

Claim 101 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 95 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 102-108

Claims 102, 103, and 107 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims"). As per claim 102, Zeng discloses a dispute resolution method for resolving a claim among adverse parties, the method comprising: testing non-equal values in at least rounds, submitted by the adverse parties for a claim for satisfaction of a condition; and calculating a binding settlement payment, when the condition is satisfied by the non-equal values in a round of the at least two rounds, of an amount at least equal to a lowest of the non-equal values (section 2.2; pages 149-150).

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 103, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 107**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 102). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claims 104, 105, and 106 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 95 above, and further in view of

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official notice. **As per claim 104**, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **as per claim 105**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 106**, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment (“approach[ing] claimants with a choice” – there is no claim limitation that the datastream be an electronic datastream). Attrino does not expressly teach automating these functions, but official notice is taken that it is well known to automatically generate documents. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry out these steps, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system; and to do this automatedly, for the obvious advantage of saving the time and costs of having a human being write documents by hand.

Claim 108 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng and Attrino as applied to claim 102 above, and further in view of Pryor (“After the Judgment”). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, “The term ‘structured settlement’ can be read” [page 5 of the printout]; and the paragraph beginning, “First, structured settlements provide a key advantage” [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of

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dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 109 and 112-116

Claim 109 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims"). Zeng discloses a method of dispute resolution comprising: having a claimant submit multiple demands to a dispute resolution system, and having the system pair the multiple demands with offers of settlement for the claim on a one-to-one basis, perform a comparison in accordance with at least one criterion, and if the at least one criterion is not satisfied, perform a power round analysis of a demand and an offer in accordance with at least one power round criterion (section 2.2, pages 149-150). Zeng does not disclose maintaining an interface to the internet for on-line dispute resolution through which a claimant can submit demands, but use of the Internet is well known. Zeng does not expressly disclose providing the claimant with either a positive or a negative indication, via the interface, as to whether or not the at least one power round criterion is satisfied, but there would be little point in determining the settlement of a dispute without informing the disputants. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to maintain such an interface, for the obvious advantage of enabling demands to be conveniently submitted by remote claimants; and to provide the claimant with either a positive or a negative indication, for the obvious advantage of letting the claimant know whether and

on what terms his claim had been settled, without which the method would have little discernible purpose.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claims 112, 113, 114, and 115 are rejected under 35 U.S.C. 103(a) as being unpatentable at least over Zeng and Attrino as applied to claim 109 above, and further in view of official notice. **As per claim 112**, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **as per claim 113**, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 114**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 115**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 109).

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Attrino does not expressly teach automatedly generating the documents, but official notice is taken that it is well known to automatically generate documents. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system; and to do this automatedly, for the obvious advantage of saving the time and costs of having a human being write documents by hand.

Claim 116 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 112 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claim 110

Claim 110 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims"). Claim 110 is rejected on essentially the same grounds as claim 109. In addition, claim

110 recites that the claimant receives an on-line nudge from an automaton facilitator, which Zeng does not disclose. However, since it is not plausible that the two parties would spontaneously both submit values in accordance with the method, one of the parties must have received a communication from some person or apparatus, which can be considered a facilitator, and automating what it is known to do manually is generally held to be obvious.

Claims 117-126

Claims 117, 118, 119, 120, 121, 122, 124, 125, and 126 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 117, Zeng discloses a system comprising a first value submitted by a first entity; and a second value submitted by a second entity, the first and second entities being adverse to each other with respect to a claim, the first value being inaccessible to the second entity and the second entity being inaccessible to the first entity, the first value and the second value being different in magnitude from each other; Zeng also discloses applying at least one predetermined criterion to a mathematical comparison of the pair of values in a normal round, and, when the at least one predetermined criterion is not satisfied in the normal round, performing a power round analysis of a power round of values by applying at least one predetermined power round criterion to the power round pair of values, and if the at least one power round criterion is satisfied determining a power round payment value for the claim (see section 2.2; pages 149-150). Zeng does not disclose that the values are submitted on line, but official notice is taken that the

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submission of values on line is well known; hence it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to have values submitted on line, for the obvious advantage of conveniently arranging dispute resolution between entities geographically separated from each other.

Zeng does not disclose the use of an input, an output, a memory, a processor, and a computer executable program, but official notice is taken that these are well known computer components, and that the use of computers to carry out mathematical algorithms is well known. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to include an input, an output, a memory, a processor, and a computer program, for the obvious advantages of saving the expense and trouble of employing human beings to carry out routine procedures, enabling on-line communication, and assuring anonymity and objectivity.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated

advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 118, Attrino likewise teaches asking claimants for disbursement specific information (“approach[ing] claimants with a choice”); **as per claim 119**, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment (“approach[ing] claimants with a choice” – there is no claim limitation that the datastream be an electronic datastream); **as per claim 120**, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **as per claim 121**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 122**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 117). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 124, Zeng does not disclose that one of the power round pair of values is the same as one of the pair of values, but there is nothing to prevent a disputant in Zeng’s system from submitting a power round (secondary) value the same as his previous (primary) value, or for that matter, the same as the other disputant’s primary value. Hence, it would have been obvious to one of ordinary skill in the art of

dispute resolution at the time of applicant's invention for one of the power round values to be the same as one of the pair of values, for the obvious advantage of sparing at least one of the disputants the trouble of devising different values.

As per claim 125, Zeng discloses that the at least one predetermined criterion and the at least one predetermined power round criterion are different (the predetermined criterion being that the offers converge, and the predetermined power round criterion being the test involving C-values; see section 2.2; pages 149-150).

As per claim 126, Zeng discloses that the at least one predetermined criterion and the at least one predetermined power round criterion are the same (that the secondary offers converge, just as the primary offers were tested for convergence; see section 2.2, pages 149-150).

Claim 123 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 117 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 127-133

Claims 127, 128, 129, 130, 131, and 132 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 127, Zeng discloses a system comprising a first value, submitted by a first entity; a second value, submitted by a second entity, the first and second entities being adverse to each other with respect to a claim, the first value being inaccessible to the second entity and the second value being inaccessible to the first entity, the first value and second value being different in magnitude from each other (section 2.2; pages 149-150). Zeng does not expressly disclose a facilitator including a plurality of non-revealing entity prompts, and does not expressly disclose that at least one of the first value and the second value has been submitted following a communication from the facilitator to either the first entity or the second entity of a non-revealing entity prompt. However, from the method described by Zeng et al., two adverse entities submit values, which would not be plausible unless at least one entity received a communication giving notice of the dispute resolution procedure, and the entities are unaware of each other's values, from which it can be inferred that the communication(s) is or are non-revealing. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to have the system comprise a facilitator, and have at least one value submitted following a communication from the facilitator to a respective entity of a non-revealing entity prompt, for the obvious advantage of informing the entities of the procedure in which they were to participate in a manner enabling the procedure to take place.

Zeng does not disclose that the values are submitted on line, but official notice is taken that it is well known to submit data online. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the values to be submitted online, for the obvious advantage of enabling the entities to submit the values conveniently without needing to meet at the same physical location.

Zeng does not disclose a proxy including an input, an output, and a computer executable program, the program being structured to, when executing, accept a pair of values from adverse entities via the input, and return a result indicator to the proxy based upon the application of a predetermined criterion to a mathematical comparison of the pair of values, the program being further structured to provide a payment value to at least one of the adverse entities via the output when the result indicator indicates that the predetermined criterion is satisfied. However, Zeng et al. disclose doing what the program is structured to do (section 2.2; pages 149-150), and official notice is taken that it is well known to use computer programs, run on computers with inputs and outputs, to accept input data, carry out mathematical algorithms, and generate output data. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to have the system comprise a proxy including an input, an output, and a computer executable program, for the obvious advantage of enabling the procedure to be carried out quickly and conveniently, and without the cost of human labor and the risk of human error in implementing it, and also for the obvious advantage of assuring potential disputants that their disputes would be handled without human bias.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 128, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 129**, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment ("approach[ing] claimants with a choice" – there is no claim limitation that the datastream be an electronic datastream); **as per claim 130**, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **as per claim 131**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 132**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as

in the rejection of claim 127). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claim 133 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 127 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 143-151

Claim 143, 144, 146, 147, 148, 149, and 150 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 143, Zeng discloses a claim dispute resolution system comprising: at least one demand submitted by a claimant for a claim and at least one corresponding offer submitted by a second entity for the claim (section 2.2, pages 149-150); at least one preselected criterion,

agreed to by the claimant and the second entity, which will be applied, during analysis of the at least one demand and the at least corresponding offer, to determine whether there is a resolution for the claim (section 2.2, pages 149-150). Zeng discloses analyzing numbers in accordance with criteria, and calculating claim settlement payments when the criteria are satisfied; and analyzing a demand and a corresponding offer in a round of at least two rounds in accordance with at least one preselected criterion, and when the at least one preselected criterion is calculated, calculate a settlement payment of a specified value to be paid to settle the claim (section 2.2, pages 149-150). Zeng does not disclose a claim dispute resolution program, a programmed processor executing the claim dispute resolution program, or a settlement initiative indicator automatically initiating a payment to the claimant, but official notice is taken that it is well known to use computer programs to implement mathematical algorithms, and to run such programs on programmed processors. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to include a claim dispute resolution program and programmed processor, for the obvious advantages of implementing the dispute resolution method without the trouble of human intervention or the danger of human error, and assuring the disputants that their dispute would be handled objectively.

Zeng does not disclose automatically initiating a payment to the claimant, but official notice is taken that it is well known, in settling a dispute, to initiate payment to the claimant. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to automatically initiate payment to the

claimant, for the obvious advantages of carrying out the required payment once a settlement has been reached, and encouraging claimants to use the dispute resolution method by assuring them that any payments agreed to in accordance with the dispute resolution method will be made.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the adverse party to be paid, and having the adverse party to be paid select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 146, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 147**, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment ("approach[ing] claimants with a choice" – there is no claim limitation that the datastream be an electronic datastream); **as per claim 148**, Attrino teaches generating documents

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containing disbursement specific information (the “personalized checkbook”); **as per claim 149**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claims 144 and 150**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 143). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

Claims 145 and 151 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 127 above, and further in view of Pryor (“After the Judgment”). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, “The term ‘structured settlement’ can be read” [page 5 of the printout]; and the paragraph beginning, “First, structured settlements provide a key advantage” [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 178-185

Claims 178, 179, 180, 181, 182, 183, and 185 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. (“Double-offer Arbitration”) in view of

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Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 178, Zeng discloses a method for automated dispute resolution, comprising: receiving a series of demands to satisfy a claim made by or on behalf of a person involved in the dispute, and a series of offers to settle the claim by an entity adverse to the person for the claim, without disclosure of the series of demands to the adverse entity or the series of offers to the person; determining settlements of disputes and calculating settlement values as a result thereof; and receiving and comparing demands and offers against each other on a round-by-round basis in accordance with a preestablished condition, without reusing an unsuccessful demand, or unsuccessful offer, in any round that is not a power round (section 2.2, pages 149-150). Zeng does not expressly disclose means for communicating a settlement result to the person and the entity, but this is held to be inherent, as there would be little point to determining a settlement, as Zeng discloses, without communicating the result to the disputants. Zeng does not expressly disclose processor means, means for introducing information to the processor means, via a communications linkage, and memory means, but official notice is taken that it is well known for computers to have processors, memories, and means for introducing information into the processors. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to have a system comprise these means, for the obvious advantage of enabling a computer to carry out the dispute resolution method, thus saving the trouble and expense of employing human beings to carry out routine procedures.

Zeng does not disclose means for automatic on-line initiation of a transfer of the settlement value from the entity to the person in accordance with a preference indicated by one of the person or the entity, but official notice is taken that it is well known to make a payment by initiating an on-line transfer of funds. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to include means for automatic on-line initiation of a transfer of the settlement value from the entity to the person in accordance an indicated preference, for the obvious advantage of conveniently making the settlement value available to the person entitled, to receive payment.

Zeng does not disclose transmitting notification of the settlement payment, transmitting an offer to select from a plurality of disbursement options to the person to be paid, and having the person select one from among the plurality of disbursement options for the settlement payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and having the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 179, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment (“approach[ing] claimants with a choice” – there is no claim limitation that the datastream be an electronic datastream); **as per claim 180**, Attrino likewise teaches asking claimants for disbursement specific information (“approach[ing] claimants with a choice”); **as per claim 181**, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **as per claim 182**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; **as per claim 183**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 178). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant’s invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 185, Zeng does not disclose means for on-line generation of a settlement document including at least some of the dispute identifying information but official notice is taken that it is well known to generate settlement documents for a dispute when the dispute is settled, and that it is well known to generate documents on-line. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant’s invention to include means for on-line generation of a settlement document including at least some of the dispute identifying information, for

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the obvious advantage of making such a document available to the person and adverse entity should any dispute arise concerning the terms agreed to, or whether the parties had fulfilled the terms, or should an attempt be made to further pursue a settled claim.

Claim 184 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 178 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

It is noted that claims 178-185 use "means for" language. Nonetheless, they are not treated as invoking 35 U.S.C. 112, sixth paragraph. If Applicant wishes to invoke 35 U.S.C. 112, sixth paragraph, Applicant should provide an explicit statement to that effect. 35 U.S.C. 112, sixth paragraph states:

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

Claims 186-193, 195, and 196

Claims 186, 187, 188, 189, 190, 191, 193, 195, and 196 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng et al. ("Double-offer Arbitration") in view of Attrino ("P-C Agents Issue Checkbook Claims") and official notice. As per claim 186, Zeng discloses a method comprising steps for multi-round dispute resolution, the method comprising: a first step for analyzing pairs of values in normal rounds according to a first criterion, each of the pairs of values including one value provided by a first party and another value provided by a second party adverse to the first party with respect to a claim, the values in each pair of values differing in magnitude from each other; a second step for determining if the first criterion is satisfied in a round; a third step for, when the first criterion is not satisfied, determining if a power round analysis is necessary (by determining whether the round is the secondary offer round); a fourth step for, when the power round analysis is necessary, analyzing a pair of values in accordance with a power round criterion; and a fifth step for, when either the first criterion is satisfied, or the first criterion is not satisfied but the power round criterion is satisfied, calculating a payment to be made on the claim (section 2.2, pages 149-150). Calculating a payment may be regarded as generating a payment; but if not, then Zeng does not expressly disclose generating a payment. However, official notice is taken that it is well known to generate payments. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to generate a payment to be made on the claim, for the obvious advantages of carrying out the required payment once a settlement has been reached, and encouraging

claimants to use the dispute resolution method by assuring them that any payments agreed to in accordance with the dispute resolution method will be made.

Zeng does not disclose a sixth step for transmitting notification of the payment, a seventh step for transmitting an offer to select from a plurality of disbursement options to the person to be paid, and an eighth step for allowing the adverse party to be paid to select one from among the plurality of disbursement options for the payment; but Attrino teaches making an offer to select from a plurality of disbursement options to a claimant, and letting the claimant select one from among the plurality of disbursement options for the settlement payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 187, Attrino implies accepting a datastream from a disbursement structuring entity which provides the plurality of disbursement options for the settlement payment ("approach[ing] claimants with a choice" – there is no claim limitation that the datastream be an electronic datastream); **as per claim 188**, Attrino likewise teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice"); **as per claim 189**, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **as per claim 190**, Attrino teaches initiating the settlement payment in accord with the selected

disbursement option; **as per claim 191**, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 186). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution at the time of applicant's invention to carry out these steps, and the requisite transmission of notification and the offer, for the stated advantage of earning a spread, and the obvious advantage of increasing the satisfaction of participants in the dispute resolution system.

As per claim 193, Zeng does not expressly disclose a sixth step for constructing a claim specific facilitating message, for communication to at least one of the first and second and second parties, that does not reveal a value provided by the first party to the second party and vice-versa. However, Zeng does disclose that the parties are not aware of each other's values (section 2.2, pages 149-150), and as the parties would be most unlikely to spontaneously submit their proposed values to the same arbitration service without communicating concerning the dispute, constructing a claim specific facilitating message is held to be obvious.

As per claim 195, Zeng does not disclose initiating an on-line transfer of funds equal to the payment from whichever of the first or second party is a second entity for the claim to whichever of the first or second party is a claimant for the claim. However, official notice is taken that it is well known to make a payment by initiating an on-line transfer of funds. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to initiate an on-line transfer of funds equal to the payment from whichever of the first or second party is a second entity

for the claim to whichever of the first or second party is a claimant for the claim, for the obvious advantage of conveniently making the funds available to the party or parties entitled, according to the agreed-upon procedures, to receive payment.

As per claim 196, Zeng does not disclose a step for on-line generation of documents for the claim including an identification of the claim, whichever of the first or second party is a claimant for the claim, and the payment, but official notice is taken that it is well known to generate settlement documents for a dispute when the dispute is settled, and that it is well known to generate documents on-line. Hence, it would have been obvious to one of ordinary skill in the art of conflict resolution at the time of applicant's invention to include a step for on-line generation of documents including an identification of the claim, whichever of the first or second party is a claimant for the claim, and the payment, for the obvious advantage of making such a document available to the first and second parties should any dispute arise concerning the terms agreed to, or whether the parties had fulfilled the terms, or should an attempt be made to further pursue a settled claim.

Claim 192 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 186 above, and further in view of Pryor ("After the Judgment"). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, "The term 'structured settlement' can be read" [page 5 of the printout]; and the paragraph beginning, "First, structured settlements provide a key advantage" [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in

the art of dispute resolution at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

Claims 197-200

Claims 197, 198, 199, and 200 are rejected under 35 U.S.C. 103(a) as being unpatentable over Attrino ("P-C Agents Issue Checkbook Claims") in view of official notice. As per claim 197, Attrino discloses: providing an offer to select from a plurality of disbursement options to the claimant; offering the disbursement options for the payment; and having the claimant select one from among the plurality of the disbursement options for the payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Attrino does not disclose having a claimant transmit a specified value of a dispute resolution payment to be paid to the claimant, but official notice is taken that it is well known for claimants to provide specified values of payments in insurance claims (e.g., "My car repair bill was X dollars, which comes to Y dollars after the deductible," or even, "The arbitrator has upheld my claim for Y dollars"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to have the claimant provide a specified value of a dispute resolution payment to be paid to the claimant, for the obvious advantage of knowing how much to pay.

Attrino does not disclose transmitting the specified value or the offer, but official notice is taken that it is well known to transmit information (e.g., over the Internet, or over the telephone network in a voice conversation). Hence, it would have been

obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to transmit the specified value and the offer, for the obvious advantage of enabling claim resolution to take place without the claimant and claims adjuster needing to take the trouble to meet in person.

Attrino does not disclose that the method is automated, but the body of claim 197 does not breathe life and weight into the word "automated" in the preamble, to which little weight is therefore given. Even if, *ad arguendo*, "automated" qualifies as a claim limitation, official notice is taken that it is well known to automate methods (e.g., by having a website accept data input, and generate appropriate responses). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention for the method to be automated, for the obvious advantage of saving the expense, or part of the expense, of having claims adjusters carry out the method by hand and in person.

As per claim 198, Attrino teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice").

As per claim 199, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **and as per claim 200**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; (*ibid.*, as in the rejection of claim 197). Attrino does not disclose that the document generation and payment initiation are automated, but official notice is taken that it is well known to generate documents and initiate payment automatically. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution

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at the time of applicant's invention to carry out these steps automatedly, for the same obvious advantage of saving the time and expense of having people carry them out by hand.

Claims 201-204

Claims 201, 202, 203, and 204 are rejected under 35 U.S.C. 103(a) as being unpatentable over Attrino ("P-C Agents Issue Checkbook Claims") in view of official notice. As per claim 201, Attrino discloses: providing an offer to select from a plurality of disbursement options to the claimant; offering the disbursement options for the payment; and having the claimant select one from among the plurality of the disbursement options for the payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Attrino does not disclose having a claimant transmit a specified value of a dispute resolution payment to be paid to the claimant, but official notice is taken that it is well known for claimants to provide specified values of payments in insurance claims (e.g., "My car repair bill was X dollars, which comes to Y dollars after the deductible," or even, "The arbitrator has upheld my claim for Y dollars"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to have the claimant provide a specified value of a dispute resolution payment to be paid to the claimant, for the obvious advantage of knowing how much to pay.

Attrino does not disclose transmitting the specified value or the offer, or that the disbursement is an on-line disbursement, but official notice is taken that it is well known to transmit information on-line. Hence, it would have been obvious to one of ordinary

skill in the art of dispute resolution or insurance at the time of applicant's invention to transmit the specified value and the offer, for the obvious advantage of enabling claim resolution to take place without the claimant and claims adjuster needing to take the trouble to meet in person.

As per claim 201, Attrino teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice").

As per claim 202, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **and as per claim 203**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; (ibid., as in the rejection of claim 201). Attrino does not disclose that the document generation and payment initiation are automated, but official notice is taken that it is well known to generate documents and initiate payment automatically. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to carry out these steps automatedly, for the obvious advantage of saving the time and expense of having people carry them out by hand.

Claims 205-209

Claims 205, 206, 207, 208, and 209 are rejected under 35 U.S.C. 103(a) as being unpatentable over Attrino ("P-C Agents Issue Checkbook Claims") in view of official notice. As per claim 205, Attrino discloses: providing an offer to select from a plurality of disbursement options to the claimant; offering the disbursement options for the payment; and having the claimant select one from among the plurality of the

disbursement options for the payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Attrino does not disclose accepting notification of the value of a dispute resolution payment, but official notice is taken that it is well known to accept values of payments in insurance claims (e.g., "My car repair bill was X dollars, which comes to Y dollars after the deductible," or even, "The arbitrator has upheld my claim for Y dollars"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to accept such notification, for the obvious advantage of knowing how much to pay.

Attrino does not disclose a system comprising: an input connectable to an on-line interface; an output; a memory; a processor; and a program; but official notice is taken that computers (e.g., server computers with modems) comprising these features are well known. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to employ such a system, for the obvious advantage of enabling claim resolution to take place without the claimant and claims adjuster needing to take the trouble to meet in person.

As per claim 206, Attrino teaches asking claimants for disbursement specific information ("approach[ing] claimants with a choice").

As per claim 207, Attrino does not disclose the program accepting a datastream from a disbursement structuring entity that offers the plurality of disbursement options for the payment value, but official notice is taken that it is well known to accept datastreams data from insurers, financiers, computers offering calculations, etc. Hence,

it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention for the program to accept such a datastream, for the obvious advantage of being able to offer appropriately calculated disbursement options, based on, e.g., actuarial data.

As per claim 208, Attrino teaches generating documents containing disbursement specific information (the "personalized checkbook"); **and as per claim 209**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; (ibid., as in the rejection of claim 205). Attrino does not disclose that the document generation and payment initiation are automated, but official notice is taken that it is well known to generate documents and initiate payment automatically. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to carry out these steps automatically, for the obvious advantage of saving the time and expense of having people carry them out by hand.

Claims 210-216

Claims 210, 211, 212, 213, 214, and 215 are rejected under 35 U.S.C. 103(a) as being unpatentable over Attrino ("P-C Agents Issue Checkbook Claims") in view of official notice. As per claim 210, Attrino discloses: providing an offer to select from a plurality of disbursement options to the claimant; offering the disbursement options for the payment; and having the claimant select one from among the plurality of the disbursement options for the payment (whole article, especially four paragraphs beginning from, "Typically, a claimant is presented with"). Attrino does not disclose

accepting information identifying of the value of a dispute resolution payment, but official notice is taken that it is well known to accept values of payments in insurance claims (e.g., "My car repair bill was X dollars, which comes to Y dollars after the deductible," or, "The arbitrator has upheld Mr. Smith's claim for Y dollars"). Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to accept such identifying information, for the obvious advantage of knowing how much to pay.

Attrino does not disclose a system comprising processor means, a communication linkage, memory means, and transmitting means, but official notice is taken that computers (e.g., server computers with modems) comprising these features are well known. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to employ such a system, for the obvious advantage of enabling claim resolution to take place without the claimant and claims adjuster needing to take the trouble to meet in person.

As per claim 211, Attrino does not disclose means for accepting a datastream from a disbursement structuring entity that offers the plurality of disbursement options for the payment value, but official notice is taken that it is well known to accept datastreams data from insurers, financiers, computers offering calculations, etc. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to include means for accepting such a datastream, for the obvious advantage of being able to offer appropriately calculated disbursement options, based on, e.g., actuarial data.

As per claim 212, Attrino teaches asking claimants for disbursement specific information (“approach[ing] claimants with a choice”).

As per claim 213, Attrino teaches generating documents containing disbursement specific information (the “personalized checkbook”); **and as per claim 214**, Attrino teaches initiating the settlement payment in accord with the selected disbursement option; (ibid., as in the rejection of claim 210). Attrino does not disclose that the document generation and payment initiation are automated, but official notice is taken that it is well known to generate documents and initiate payment automatically. Hence, it would have been obvious to one of ordinary skill in the art of dispute resolution or insurance at the time of applicant's invention to include means for carrying out these steps automatedly, for the obvious advantage of saving the time and expense of having people carry them out by hand.

As per claim 215, Attrino teaches that the plurality of disbursement options include an investment vehicle and a lump sum payment (ibid., as in the rejection of claim 210).

Claim 216 rejected under 35 U.S.C. 103(a) as being unpatentable over Zeng, Attrino, and official notice as applied to claim 210 above, and further in view of Pryor (“After the Judgment”). Pryor teaches a disbursement option including a combination of a partial (immediate) monetary payment and an insurance product (two paragraphs beginning from, “The term ‘structured settlement’ can be read” [page 5 of the printout]; and the paragraph beginning, “First, structured settlements provide a key advantage” [page 9 of the printout]). Hence, it would have been obvious to one of ordinary skill in

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the art of dispute resolution or insurance at the time of applicant's invention for the plurality of disbursement options to include such a combination, for at least the noted tax advantages.

It is noted that claims 210-216 use "means for" language. Nonetheless, they are not treated as invoking 35 U.S.C. 112, sixth paragraph. If Applicant wishes to invoke 35 U.S.C. 112, sixth paragraph, Applicant should provide an explicit statement to that effect. 35 U.S.C. 112, sixth paragraph states:

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

Allowable Subject Matter

Claims 1-9 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The nearest prior art of record, Zeng et al. ("Double-offer Arbitration"), discloses receiving a primary and a secondary demand from a first entity and a primary and a secondary settlement offer from a second entity. However, neither Zeng nor any other prior art of record discloses, teaches, or reasonably suggests determining whether the difference, or any of the differences, between the demand(s) and the settlement offer(s) fall within a predetermined criterion, and, if the criterion is met, transmitting a successful dispute notification to the first and second entities.

Claims 37-50 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Brams and Merrill ("Arbitration Procedures with the Possibility of Compromise"), discloses a dispute settlement method comprising: receiving a claim submitted by an initiator for a dispute resolution negotiation, receiving a first value from the initiator and a first value from a second entity, adverse to the initiator for the claim, the first value from the initiator and the first value from the second entity differing from each other by a differential amount; comparing the differential amount against a predetermined settlement criterion; determining that the predetermined settlement criterion is satisfied by the differential amount; and informing the initiator and the second entity of the settlement payment (pages 132-134, with inherency). However, Brams and Merrill do not disclose calculating a settlement payment using the first values such that the initiator receives a windfall benefit, nor does any other prior art of record teach or reasonably suggest this (in particular, Zeng does not). The nearest approach is Low ("Mediation vs. Litigation: How You Can Cut Costs"), which teaches that it is generally to one's advantage to initiate the mediation.

Claims 88-94 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Brams and Merrill ("Arbitration Procedures with the Possibility of Compromise"), discloses a dispute resolution method for resolving a claim among adverse parties, the method comprising: testing non-equal values, submitted by the adverse parties, for satisfaction of a condition; and calculating a binding settlement payment in an amount at least equal to a lowest of the non-equal values. However, neither Brams and Merrill nor any other prior art of record teaches or reasonably suggests that the binding settlement payment incorporates a windfall adjustment when one of the parties is a dispute entry initiator for the claim, or that the amount is at least equal to a lowest of the non-equal values adjusted by either a positive or a negative windfall differential amount. (In particular, Zeng does not disclose this.)

Claim 111 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejection set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Zeng et al. ("Double-offer Arbitration"), discloses a method of dispute resolution pairing multiple demands with offers of settlement, and the use of the Internet is held to be obvious. However, neither Zeng nor any other prior art of record discloses a payment amount which reflects a higher amount relative to a normal payment amount, because the claimant is the initiator for the claim in the system.

Claims 134-142 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Brams and Merrill, disclose a first value, submitted by a first entity, and a second value, submitted by a second entity, the first and second entities being adverse to each other with respect to a claim, the first value being inaccessible to the second entity and the second value being inaccessible to the first entity, the first value and the second value being different in magnitude from each other (pages 132-134; pages 141-142). Brams and Merrill do not disclose that the first and second values are submitted online, but it is well known to submit values online. Brams and Merrill do not disclose a proxy including a computer executable program, but it is well known to write computer executable programs to accept inputs and carry out mathematical algorithms. However, Brams and Merrill do not disclose an initiator indicator, settable when an entity first enters a dispute for resolution into the system to identify the entity as an initiator, which, when set for the dispute, will cause a windfall adjustment calculation to be performed; Brams and Merrill do not disclose a windfall benefit adjusted payment amount for the claim, when the initiator is set for one of the first entity or second entity; and no other prior art of record makes up these deficiencies of Brams and Merrill. In particular, Zeng does not.

Claims 152-163 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Zeng et al. ("Double-offer Arbitration"), discloses a system for dispute resolution comprising a series of demands to satisfy a claim and a series of offers to settle the claim (section 2.2, pages 149-150 pages 132-134). Zeng does not disclose the settlement value equal to the demand, if the offer is the same as or greater than the demand (unless the offer equals the demand), but Brams and Merrill teach this (page 134). However, neither Zeng et al., nor Brams and Merrill, nor any other prior art of record, disclose that the settlement value is equal to a first amount, in accordance with a first preestablished formula, if the offer is less than the demand and within a preestablished percentage of the demand, or a second amount in accordance with a second preestablished formula, if the difference between an offer and the corresponding demand is less than a preestablished amount, nor does any other prior art of record teach this.

Claims 164-170 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Zeng et al. ("Double-offer Arbitration"), discloses a method for automated dispute resolution, comprising: receiving a series of demands to satisfy a claim made by or on behalf of a person involved in the dispute, and a series of offers to settle the claim by an entity adverse to the person for the claim, without disclosure of the series of demands to the adverse entity or the series of offers to the

person; determining settlements of disputes and calculating settlement values as a result thereof; and receiving and comparing demands and offers against each other on a round-by-round basis in accordance with a preestablished condition, without reusing an unsuccessful demand, or unsuccessful offer, in any round that is not a power round (section 2.2, pages 149-150). Zeng does not expressly disclose means for communicating a settlement result to the person and the entity, but this is held to be inherent, as there would be little point to determining a settlement, as Zeng discloses, without communicating the result to the disputants. Zeng does not expressly disclose facilitator means for prompting, in accordance with rules, at least one of the person or the entity prior to introducing one of the series of demands or series of offers into a processor using non-revealing statements, but does disclose that the person and adverse entity are not aware of each other's offers and demands, and, as it is implausible that the person and entity would spontaneously present their respective demands and offers to the same arbitrator, facilitator means for prompting at least one of the person or the entity prior to introducing one of the series of demands or series of offers is held to be obvious. Zeng does not expressly disclose processor means, means for introducing information to the processor means, via a communications linkage, and memory means, but it is well known for computers to have processors, memories, and means for introducing information into the processors. However, neither Zeng et al., nor Brams and Merrill, nor any other prior art of record, disclose that the settlement value is equal to a first amount, in accordance with a first preestablished formula, if the offer is less than the demand and within a preestablished percentage of

the demand, or a second amount in accordance with a second preestablished formula, if the difference between an offer and the corresponding demand is less than a preestablished amount, nor does any other prior art of record teach this.

It is noted that claims 164-170 use "means for" language. Nonetheless, they are not treated as invoking 35 U.S.C. 112, sixth paragraph. If Applicant wishes to invoke 35 U.S.C. 112, sixth paragraph, Applicant should provide an explicit statement to that effect. 35 U.S.C. 112, sixth paragraph states:

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

Claims 171-177 would be allowable upon filing of a terminal disclaimer to overcome the double patenting rejections set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Zeng et al. ("Double-offer Arbitration"), disclose a system for dispute resolution, comprising means for receiving a series of demands made by or on behalf of a person involved in a dispute, and a series of offers by an entity adverse to the person, and comparing demands and offers against each other in accordance with a preestablished condition (section 2.2, pages 149-150). However, Zeng does not disclose indicating that there is an initiator of entry of the dispute into the system, identifying the initiator, and calculating a windfall adjusted settlement value

when the initiator means are set, nor does any other prior art of record teach or reasonably suggest this.

It is noted that claims 171-177 use "means for" language. Nonetheless, they are not treated as invoking 35 U.S.C. 112, sixth paragraph. If Applicant wishes to invoke 35 U.S.C. 112, sixth paragraph, Applicant should provide an explicit statement to that effect. 35 U.S.C. 112, sixth paragraph states:

An element in a claim for a combination may be expressed as a means or step for performing a specified function without the recital of structure, material or acts in support thereof, and such claim shall be construed to cover the corresponding structure, material, or acts described in the specification and equivalents thereof.

Claim 194 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims, and upon filing of a valid terminal disclaimer, and if amended to overcome the objections for informalities set forth above.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, Zeng et al. ("Double-offer Arbitration"), disclose a method for dispute resolution, including some steps of claim 186, as set forth above; other steps are obvious in view of Attrino ("P-C Agents Issue Checkbook Claims"), and official notice is taken regarding one ambiguous point where the claim language may be read as distinguishing over Zeng. However, neither Zeng, Attrino, nor any other prior art of record discloses or reasonably suggests a step for adjusting the payment to

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provide a windfall benefit to either the first party, when the first party is an initiator for the claim, or the second party when the second party is an initiator for the claim.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Solomon et al. (U.S. Patent 6,847,935) disclose a system and method for computer-aided rebate processing, including a choice of disbursement options.

Ferling et al. ("New Plans, New Policies") disclose, inter alia, different ways of disbursing benefits. Lewthwaite ("Paying for Years of Pain") discloses paying claims in lump sums, monthly payments, or in-kind benefits. The anonymous article, "Consultation on Periodical Payments for Future Loss," discloses paying claims in lump sums and periodical payments. The anonymous article, "Powerball Tickets on Sale in Pennsylvania June 27!" discloses paying winnings as cash or annuities. Blöstin ("Distribution of Retirement Income Benefits") discloses, inter alia, lump-sum payments in cash balance plans (note paragraph beginning "Having a lump-sum payment as an option").

In addition, the following prior art from parent case 09/370,394, now U.S. Patent 6,954,741, is made of record; Applicant is presumed to be in possession of the documents:

Adams (U.S. Patent 3,573,747) discloses a communication system for effectuating the sale or exchange of properties between members. Nymeyer (U.S.

Patent 3,581,072) discloses a system which matches buy and sell orders. Silverman et al. (5,077,665) disclose a distributed matching system. Fraser et al. (U.S. Patent 5,329,589) disclose mediation of transactions by a communications system. Thiessen (U.S. Patent 5,495,412) discloses a computer-based method and apparatus for interactive negotiations. Sloo (U.S. Patent 5,668,953) discloses a method and apparatus for handling a complaint. Lupien et al. (U.S. Patent 5,689,652) disclose a network that matches buy and sell orders based on a satisfaction profile. Walker et al. (U.S. Patent 5,794,207) disclose a method for matching buyers' offers to sellers. Sloo (U.S. Patent 5,895,450) discloses a method and apparatus for handling complaints. Ausubel (U.S. Patent 5,905,975) discloses computer-implemented methods and apparatus for auctions. Silverman et al. (5,924,082) disclose a negotiated matching system. Wamsley et al. (U.S. Patent 5,956,687) disclose a personal injury claim management system. Brams et al. (U.S. Patent 5,983,205) disclose a computer-based method for the fair division of the ownership of goods. Zervides et al. (U.S. Patent 6,052,674) disclose an electronic invoicing and collection system. Shear et al. (U.S. Patent 6,112,181) disclose systems and methods for matching, etc., based on rights management and/or other information). Rickard et al. (U.S. Patent 6,112,189) disclose a method and apparatus for automating negotiations between parties. Luke et al. (U.S. Patent 6,131,087) disclose a method for automatically identifying, matching, and near-matching buyers and sellers in electronic transaction markets. Conklin et al. (U.S. Patent 6,141,653) disclose a system for interactive negotiations over a network. Boyer et al. (U.S. Patent 6,208,973) disclose a point of service third party financial

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management vehicle for the healthcare industry. Fisher et al. (U.S. Patent 6,243,691) disclose a method and system for transmitting electronic auction information. Meltzer (U.S. Patent 6,366,925) disclose a network based legal services system. Bigus (U.S. Patent 6,401,080) discloses an intelligent agent with negotiation capability. Collins et al. (U.S. Published Patent Application 2002/0007362) disclose an apparatus and method for facilitating agreement over a network.

Sloo (WO 97/04410) discloses an on-line contract negotiating apparatus and method. Rossides (WO 97/15362) discloses a communications system using bets.

The International Dictionary of Applied Mathematics discloses the definition of "median". A New York Times editorial of January 8, 1985, calls for settling a labor dispute by binding arbitration that can only accept the last best offer of one side or another. Zeng ("Intrinsic Gap and Final-Double-Offer Arbitration") discloses various arbitration procedures. Hines discloses arbitration for insurance disputes. Colen discloses proactive patent protection, and teaches the advantage of seizing the initiative. SchWeber (1989) discloses mediation by telephone. Denenberg discloses the use of electronic information in arbitration. Low discloses mediation as an alternative to litigation, and teaches that it is generally to one's advantage to initiate the mediation. Thiessen et al. disclose computer assisted negotiation of multiobjective water resources conflicts. Mullins discloses alternative dispute resolution services. Yeend discloses the use of electronic communications in dispute resolution. Jackson discloses mediation in securities disputes. The article "Title IV – Judicial Reforms" discloses mediation procedures. Skrzycki discloses the use of electronic means for

entering comments on regulations. Helie discloses conflict resolution on electronic networks. SchWeber (1994) discloses the use of technology in conflict resolution. Macduff discloses the mediation of on-line disputes. Grob discloses arbitration and other means of alternative dispute resolution. Stephenson discloses alternative dispute resolution, and in particular computer-aided mediation. The Internet Business News article "Online Courtroom Service Introduced for U.S. Disputes" discloses the Online Ombuds Office. The article "Pru Settlement Stalls State ADR Plan" discloses a class action settlement involving a large aggregate payment for many claims. Robbins discloses alternative dispute resolution, and in particular discloses having a mediator hear a multiplicity of offers and counteroffers. Hill discloses methods for dispute resolution. Mandell discloses the existence of several online dispute resolution sites. Negussie discloses advice on selecting a mediator. The anonymous article, "Pharmacists' Antitrust Class-Action Lawsuit Opens," discloses multiple litigants in a suit. The Online Ombuds Office website discloses methods for mediating disputes. Levin's article describes Cybersettle (the applicants' business), and leaves open the possibility, although it does not establish, that at least some aspects of the inventive concept may have been available early enough to create a statutory bar against at least some of the claims (note the fifth paragraph).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 571-272-6762. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's current acting supervisor, Mark Fadok, can be reached at 571-272-6755. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300. Non-official/draft communications can be faxed to the examiner at 571-273-6762.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Nicholas D. Rosen
NICHOLAS D. ROSEN
PRIMARY EXAMINER

June 22, 2006